



General Assembly

Substitute Bill No. 1148

January Session, 2005

* SB01148APP 051605 *

**AN ACT CONCERNING THE PROCUREMENT OF MERCHANDISE
AND LAUNDRY SERVICES AND THE SALE OF STATE LICENSED
MERCHANDISE.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. (NEW) (*Effective from passage*) (a) As used in this section:

2 (1) "Contractor" includes any subcontractor or supplier of a
3 contractor;

4 (2) "Production" means the manufacture of merchandise, including,
5 the cutting and assembly by weaving, sewing, knitting or felting and
6 finishing, of such merchandise and warehouse distribution and
7 laundering, where applicable;

8 (3) "Nonpoverty wage" means, in the United States, the level of
9 wages required for a full-time worker to produce an annual income
10 not less than one hundred ten per cent of the United States Department
11 of Health and Human Services' most recent poverty threshold for a
12 family of four, plus an additional twenty per cent of such wage level
13 paid either as hourly wages or health benefits and means, in any
14 country outside the United States, a comparable wage and benefit
15 level, adjusted to reflect such country's level of economic development
16 using a factor such as the relative national standard of living index in
17 order to raise a family of three out of poverty, or the World Bank's

18 Gross National Income per capita Purchasing Power Index;

19 (4) "Merchandise" means uniforms, garments and corresponding
20 accessories for the state of Connecticut and the state system of higher
21 education; and

22 (5) "Procures" means contracted for, purchased, rented, leased or
23 obtained by an allowance or voucher program merchandise or
24 services.

25 (b) The state shall adopt a Sweatfree Code of Conduct, meaning that
26 no merchandise shall be procured or licensed by the state or by a
27 constituent unit of the state system of higher education, and no
28 laundry services shall be procured by the state or by a constituent unit
29 of the state system of higher education, unless such merchandise or
30 laundry services are procured from contractors that act as, or contract
31 with, business establishments that have or demonstrate all of the
32 following:

33 (1) Compliance with all applicable local laws and workplace
34 regulations, including those regarding wages and benefits, workplace
35 health and safety, environmental safety, and freedom of association,
36 and the fundamental conventions of international law, including those
37 regarding forced and child labor and freedom of association;

38 (2) Payment of wages that meet the highest of (A) the legal
39 minimum wage; (B) the prevailing wage in the industry in the country
40 of production or where laundry services occur; or (C) a nonpoverty
41 wage;

42 (3) Maintenance of verifiable wage and hour records for each
43 worker, documenting the number of hours worked in a pay period, the
44 wage rate, the deductions and the actual pay, provided an itemized
45 wage statement with this information is provided to workers;

46 (4) Required working hours for hourly and quota-based employees
47 that are the lesser of forty-eight hours per week or any other limit on

48 regular hours allowed by the law of the country of manufacture or
49 where laundry services occur, provided (A) there is not less than one
50 day off in every seven-day period, (B) there are holidays and
51 vacations, and (C) all overtime hours are worked voluntarily;

52 (5) Policies against discrimination in employment on the basis of
53 gender, race, religion, age, disability, sexual orientation, nationality,
54 political opinion or social or ethnic origin with regard to hiring, salary,
55 benefits, advancement, discipline, termination and retirement;

56 (6) Policies against sexual, psychological or verbal harassment,
57 abuse or corporal punishment;

58 (7) Policies against forced use of contraceptives or forced pregnancy
59 tests;

60 (8) Policies against termination of employees without just cause and
61 a mediation or grievance process to resolve workplace disputes
62 provided, for establishments in the United States, such disputes are
63 limited to those not regulated by the National Labor Relations Board;
64 and

65 (9) Respect for employees' rights to freedom of association and
66 collective bargaining and no harassment, intimidation or retaliation
67 against employees for exercising such rights.

68 (c) If the state or a constituent unit of the state system of higher
69 education determines that the timely and high-quality performance of
70 laundry services is likely to be adversely affected by labor-
71 management conflict, the state or constituent unit of the state system of
72 higher education shall require contractors for procurement of laundry
73 services to enter into written agreements, enforceable under the Labor
74 Management Relations Act, 29 USC 185, as amended from time to
75 time, with labor organizations representing or actively seeking to
76 represent laundry employees. Such agreements shall contain
77 provisions to ensure the timely and high-quality performance of
78 laundry services, including, but not limited to, provisions prohibiting

79 the organizations and their members from engaging in strikes,
80 picketing or other conduct that would tend to disrupt the performance
81 of services, provided nothing in this section requires an employer to
82 recognize a particular labor organization or to enter into a collective
83 bargaining agreement establishing the substantive terms and
84 conditions of employment.

85 (d) For every (1) bid that is in excess of five thousand dollars, and
86 (2) contract that (A) is in excess of five thousand dollars, or (B) taken
87 together with other contracts with the same contractor results in an
88 excess of five thousand dollars paid or payable to such contractor for
89 production of merchandise or for laundry services, each bidder or
90 contractor shall submit an affidavit to the contracting state agency or
91 constituent unit of the state system of higher education. Such affidavit
92 shall include: (i) The names, addresses and telephone numbers of each
93 facility involved in the production of merchandise or the provision of
94 services governed by this section, (ii) the names, business addresses
95 and telephone numbers of the principal officers of each facility
96 involved in the production of merchandise or the provision of laundry
97 services governed by this section, (iii) the base hourly wage of
98 nonsupervisory employees, the percentage of the wage level paid as
99 health benefit, other benefits, regular deductions from paychecks,
100 normal working hours per day and week, actual working hours per
101 day and week over the last three months and any overtime policy, (iv)
102 a sworn statement that each of the proposed merchandise production
103 or laundry facilities, including any subcontractors, meets the
104 requirements of subsections (b) and (c) of this section, (v) any other
105 information deemed necessary by the state agency or constituent unit
106 of the state system of higher education for the administration and
107 enforcement of this section. To ensure public access and confidence,
108 such information shall be accessible to the public through the web site
109 of the state agency or constituent unit as soon as possible, but in no
110 case less than fourteen days before a decision is made to award a
111 contract to a particular bidder. If any information provided by a
112 contractor or subcontractor pursuant to this subsection changes during

113 the period of the contract, the contractor shall submit or cause to be
114 submitted to the state agency or constituent unit of the state system of
115 higher education an affidavit with the updated information. In
116 addition, the contractor shall submit or cause to be submitted annual
117 public reports documenting internal working condition monitoring
118 programs and their results, external audits if available, problems
119 discovered and corrective action plans.

120 (e) In order to facilitate compliance with this section, the
121 Commissioner of Administrative Services and each constituent unit of
122 the state system of higher education shall contract with a competent
123 nonprofit independent monitoring organization that is neither funded
124 nor controlled, in whole or in part, by a corporation that is engaged in
125 production or the provision of laundry services.

126 (f) (1) The Commissioner of Administrative Services shall establish a
127 volunteer Sweatfree Procurement Advisory Group to advise the
128 commissioner, state agencies and constituent units of the state system
129 of higher education in the implementation and enforcement of a
130 Sweatfree Code of Conduct. The advisory group shall meet as needed,
131 but at least quarterly, and shall consist of (A) advocates for garment
132 and other workers experiencing "sweatshop" working conditions, (B)
133 members of labor organizations representing state police officers,
134 correction officers or other state employees who wear uniforms while
135 on duty, (C) representatives of state agencies that employ uniformed
136 personnel, (D) administrators responsible for implementing this
137 section, and (E) other interested parties, as determined by the
138 commissioner.

139 (2) The advisory group shall: (A) Receive and assess evidence from
140 employees, labor organizations, governments, nongovernmental
141 organizations and human rights advocates of noncompliance with the
142 Sweatfree Code of Conduct by contractors bidding on or receiving
143 contracts under this section; (B) advise on bidding guidelines,
144 dissemination of information to employees and collaboration with
145 other entities; (C) advise on implementation of the Sweatfree Code of

146 Conduct in the procurement of merchandise and laundry services, and
147 explore expanding the code to state procurement of other products
148 and services; and (D) explore efficient and cost-effective mechanisms
149 for ensuring contractor compliance through consortiums with other
150 states, cities or public entities.

151 (3) Each constituent unit of the state system of higher education
152 shall establish a Sweatfree Procurement Advisory Group in accordance
153 with this subsection.

154 (g) If the state or a constituent unit of the state system of higher
155 education determines that a contractor has failed to meet the
156 requirements of subsection (b) of this section, the state or constituent
157 unit of the state system of higher education shall notify the contractor,
158 in writing, describing the failure and the requirements for responding
159 to such notice. The contractor shall respond in writing no later than ten
160 days after receipt of the notice providing either (1) evidence that the
161 contractor has met the requirements of subsection (b) of this section, or
162 (2) a detailed plan for correction of the described failure in a timely
163 manner, which plan shall include, but not be limited to, payment of
164 back wages to employees who supplied merchandise or laundry
165 services to the state or constituent unit of the state system of higher
166 education, reinstatement of employees unlawfully dismissed and
167 employee rights education for managers and employees. The
168 contractor and the state or constituent unit of the state system of higher
169 education shall develop a remediation plan to bring the contractor into
170 compliance with the requirements of subsection (b) of this section. An
171 independent audit shall be conducted, at the expense of the contractor,
172 to verify whether the failure described in the notice occurred and, if
173 such failure did occur, whether the remediation plan has corrected
174 such failure.

175 (h) If any contractor knowingly provides misinformation under
176 subsection (c) of this section or refuses to remedy, in a timely manner,
177 any failure to meet the requirements of this section, after written notice
178 of such failure, the state or constituent unit of the state system of

179 higher education may, without notice and without liability for any
180 unpaid amounts under the contract, terminate the contract, impose any
181 financial penalty permitted by law or under the contract and remove
182 such contractor from the list of qualified bidders for state contracts for
183 a period not to exceed three hundred sixty days.

184 (i) The provisions of this section may not be waived by agreement,
185 except by express waiver in a bona fide collective bargaining
186 agreement.

187 (j) The procurement requirements of this section shall be in addition
188 to any other applicable state law concerning procurement by the state
189 or a state agency.

This act shall take effect as follows and shall amend the following sections:		
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Section 1	<i>from passage</i>	New section
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LAB *Joint Favorable Subst. C/R* GAE

GAE *Joint Favorable Subst.*

HED *Joint Favorable*

APP *Joint Favorable*